

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Ft. Lauderdale Division
Case No. 0:23-cv-60782-AHS**

MORGAN M. SACCONI,
An Individual,

Plaintiff(s),

vs.

CARSTRADA, INC.,
a Florida Corporation,
and WESTLAKE SERVICES, LLC,
d/b/a WESTLAKE FINANCIAL
SERVICES,
A Foreign corporation,

Defendant(s).

**ATTORNEY JOSHUA FEYGIN'S AFFIDAVIT
IN SUPPORT OF ATTORNEY'S FEES AND COSTS**

Counsel for Plaintiff, MORGAN M. SACCONI ("Plaintiff"), Joshua Feygin, Esq., states upon his oath and under the penalty of perjury that he is competent to testify and makes this Declaration based upon personal knowledge, and, if called upon to testify, would testify as follows:

1. I submit this declaration to provide the Tribunal with my qualifications in support of the amount of attorney's fees and costs sought herein.
2. I received my B.A. from Florida International University in 2013.
3. I graduated from Florida International University School of Law in 2016 and was admitted to the Florida Bar in 2016.
4. I am admitted to practice in the State Bar of Florida, the Federal District Court of the Southern District of Florida, Middle District of Florida, Northern District of Florida, Eastern District of Michigan, the District of Colombia and the State Bar of Vermont.

5. My practice is predominately focused on the representation of consumers under consumer protection statutes.

6. In addition, a portion of my practice is dedicated to consulting and defending new and used car dealerships in consumer claims.

7. During my career, I have successfully resolved several hundred consumer claims both in state court, federal court and through arbitration.

8. I was a member of the National Association of Consumer Advocates from 2017 through 2023.

9. I presented as a guest speaker at the 2022 Florida Bar Consumer Protection Law Committee Seminar on Auto Fraud.

10. I served on the steering committee for the 2023 Spring Training Conference of the National Association for Consumer Advocates for the Auto Fraud Track. I also presented as a guest speaker at the 2023 National Association for Consumer Advocates Spring Training Conference, Auto-Fraud Practicum.

11. I was recently asked to present at the 2024 Florida Bar Consumer Protection Law Committee Seminar on Auto Fraud, particularly on the topic of junk fees during the 2024 Florida Bar conference.

12. I also recently gave a presentation at the 2024 National Association for Consumer Advocates Spring Training Conference, Auto-Fraud Practicum.

13. I have been called upon and quoted by various news media outlets to provide expert insight into auto fraud matters. Some notable appearances are listed below.

- Ron Hurtibsie, Auto-related fraud is rampant in Florida. Here's how to avoid getting taken, <https://www.sun-sentinel.com/business/fl-bz-florida-third-worst-for-auto-scams-20210427-f57v2y37wfa7zhlx6rfe5pzcty-story.html>, April 27, 2021.

- Ron Hurtibsie, How to avoid falling victim to South Florida's online car sales scams, <https://www.sun-sentinel.com/business/money/fl-bz-car-scams-ss-prem-20210228-cpfbypxtija43epkte4ej4drmi-story.html>, February 28, 2021.
- Michelle Quesada, Car leaseholder struggles to exercise buyout agreement terms, <https://www.wptv.com/money/consumer/car-leaseholder-struggles-to-exercise-buyout-agreement-terms>, February 13, 2022.
- Jeff Weinsier, Car dealerships continue to engage in illegal malpractice with fees, dealer says, <https://www.local10.com/news/local/2022/05/20/car-dealerships-continue-to-engage-in-illegal-malpractice-with-fees-attorney-says/> May 20, 2022.
- Jackie Callaway, Vehicle owners getting hit with sticker shock when attempting to buy out lease, <https://www.abcactionnews.com/money/consumer/taking-action-for-you/vehicle-owners-getting-hit-with-sticker-shock-when-attempting-to-buy-out-lease>, August 17, 2022.
- Ron Hurtibsie, Car dealers accused of price-gouging customers who exercise option to buy leased vehicles, <https://www.sun-sentinel.com/business/fl-bz-car-dealers-lease-buy-out-fees-20221112-yauo46l6brbyvhp63ri4ufhiy-story.html> November 12, 2022.
- Ron Hurtibsie, Complaints about auto-lease buyout fees prompt subpoenas from state Attorney General, <https://www.sun-sentinel.com/business/fl-bz-lease-buy-out-costly-confusion-20221121-odunffuvkbcb7hdmi4bs5skycq-story.html>, November 21, 2022
- Michelle Quesada, Service fees can quickly add up for car buyers. Here's what to do, <https://www.wptv.com/marketplace/automotive/service-fees-can-quickly-add-up-for-car-buyers-heres-what-to-do>, January 12, 2023.
- Jackie Callaway, Odometer rollback fraud on the rise: A warning for Florida used car buyers, <https://www.abcactionnews.com/money/consumer/taking-action-for-you/odometer-rollback-fraud-on-the-rise-a-warning-for-florida-used-car-buyers>, June 08, 2023.
- Eric Freedman, Lawsuit: Fla. VW dealership added fees at lease buyout, <https://www.autonews.com/finance-insurance/fla-vw-dealer-accused-adding-fees-lease-purchase-agreement>, September 06, 2023.

14. I am also a subject matter expert correspondent on *The Car Edge* podcast.

15. Moreover, I have been retained by numerous car dealerships throughout the State of Florida in the past as special counsel for consumer compliance consulting and loss mitigation analysis, such as South Motors Automotive Group; South Motor Company of Dade

County; Pompano Imports, Inc. d/b/a Vista Motor Company; and, Midway Mall, Inc., d/b/a Midway Ford, to name a few.

16. Upon review of my contemporaneously logged time records, I expended 47.10 hours in the prosecution of this action.

17. I am employed by the Plaintiff by a written retainer agreement by which I am entitled to reasonable compensation.

18. This matter was taken on a contingent fee/fee-shifting basis and the consumer paid nothing out of pocket for representation.

19. Furthermore, as a result of the complexity of this matter, the undersigned was inherently precluded from taking on other matters.

20. I certify the hourly rate charged for the defense of this action is reasonable and customary.

21. Given the above, \$400.00/hour is a reasonable hourly rate for my efforts for a total of \$18,840 for substantive legal work performed for the defense of this action.

22. Due to a prior partial settlement with co-Defendant Westlake Financial Services, Inc., I have credited \$6,392 towards this amount.

23. Thus, I am seeking \$12,448 in compensable attorney's fees for this action.

24. I have also expended \$637.05 in hard costs on the Plaintiff's behalf for which I also seek compensation for.

25. Lastly, I have also incurred \$718.75 in expert witness fees for which I also seek compensation for.

26. Pursuant to U.S.C. 28, Sec. 1924 the amounts reflected herein are correct and have been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.

VERIFICATION

I, Joshua Feygin, under penalties of perjury, declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Dated: May 6, 2024

/s/ J. Feygin. Esq.

JOSHUA FEYGIN, ESQ.

FL Bar No.: 124685il: